



BOARDING + SERVICES AGREEMENT.

This Agreement ("**Agreement**") is entered into this ___ day of _____, _____, by and between Ruff Dog Day Care and Hotel, LLC ("**Ruff**"), and _____, the ("**Owner**") of the "Pet" defined/described below. The Owner is located at and/or receives mail at _____. Ruff's facilities and business operation ("**Principal Place of Business**") is located at 49 Enterprise Court, Napa, California.

RECITALS

- A. Whereas, Ruff owns and operates a day and overnight pet kennel care services facilities, and similarly related pet care and training services facilities for domesticated cats and dogs (the "**Facilities**"), as provided for below;
- B. Whereas, Owner is the owner/guardian/caretaker of, and responsible party for, the domesticated **dog(s)** or **cat(s)** or other animal (*circle one or more as applicable*), delivered into Ruff's care or is otherwise receiving services provided by Ruff, its employees and/or agents, and whose name(s) is/are: _____
_____ (individually or collectively, as the case may be, "**Pet**"); and
- C. Whereas, Owner is desirous of contracting with Ruff for the provision of the above recited pet kennel and any agreed upon training services, as provided for below.

AGREEMENT

1. Ruff agrees to accept and otherwise board Pet as a temporary guest of Ruff at and in its Facilities located at its Principal Place of Business, either by way or reservation for a period of time or on a day to day basis, as more particularly provided for below.
2. Owner warrants, represents, acknowledges, and otherwise agrees, that by signing this Agreement and delivering, leaving and/or dropping off Pet at the Facilities, all of the information provided by Owner to Ruff, either written or oral, about Pet or Pet's behavior and/or condition(s), including but not limited to medical requirements, is complete and accurate. Ruff reserves the right to deny admittance to Pet, or otherwise require Owner to immediately remove Pet, for any reason at any time, as determined in the absolute sole discretion of Ruff.
2. Owner warrants, represents, acknowledges, and otherwise agrees, that he/she is the only owner/guardian/caretaker/responsible party of Pet.
3. Owner warrants, represents, acknowledges, and otherwise agrees, that Pet is free and clear of any and all liens, notes, obligations and/or other encumbrances.
4. Owner warrants, represents, acknowledges, and otherwise agrees, that he/she has been informed and/or otherwise understands of the rates for both pet care services and hotel stay in existence on the date Owner checks Pet into Ruff ("**Rates**"). Furthermore, Owner acknowledges, agrees and otherwise understands that he/she is solely responsible for the payment of any and all charges for Rates owed and any and all additional services requested and/or emergency services necessarily provided by Ruff, when Owner collects, or Ruff employees and/or agents deliver, Pet ("**Charges**").
5. Owner acknowledges, agrees and otherwise understands that, until all Charges due and outstanding for Pet are satisfied by either payment in full from Owner or by a mutual payment schedule arranged by Owner and agreed to by Owner and Ruff, Pet shall not be permitted to leave Ruff's possession.
6. As stated in paragraph 4 above, Owner acknowledges, agrees and otherwise understands that all outstanding Charges for Pet shall be due and payable upon Owner's collection of or delivery by Ruff of, in its sole discretion, Pet, or as otherwise mutually agreed to by and between Ruff and Owner. Ruff may bill Owner for all outstanding Charges at the address provided above, should it so choose. Ruff shall have the right to place, and is otherwise granted by Owner, a lien on Pet for any and all Charges that remain unpaid by Owner. Owner acknowledges, agrees and otherwise understands that Ruff may exercise its lien right within five (5) days after Ruff provides written notice to Owner at the address provided above. Ruff may **donate**/sell Pet for the total sum of all outstanding Charges at a private or public sale, at Ruff's sole discretion, and Owner hereby waives all statutory, legal and/or equitable rights to the contrary, and specifically releases Ruff from any and all liability from said sale. Owner shall remain liable for the difference should said sale fail to obtain a total amount equal to the outstanding Charges owed by Owner that remain unpaid. Any and all amounts obtained over the outstanding Charges owed to Ruff by Owner shall be given to Owner.

7. Owner may elect to, and Ruff recommends to Owner to, obtain a reservation ("**Reservation**") with Ruff for Pet. A Reservation shall be booked with a valid credit card and, unless already on file, Owner must also provide proof of current vaccines. Owner must provide proof of current vaccines **BEFORE entry to Ruff's facilities**. Should Owner wish to cancel the Reservation, he/she must do so within three (3) days prior to the date selected for Pet's check-in/delivery. Any attempt to cancel a Reservation after the third day prior to the date selected for check-in/delivery of Pet, including a "no-show" by Pet (defined as a Pet that does not arrive **before facility closes on scheduled check-in date**), shall result in Charges equal to the current Rates for a one (1) night stay for Pet charged to the credit card provided by Owner. Owner acknowledges, agrees and otherwise understands that if he/she obtains a Reservation within the three (3) day period prior to the date selected for delivery of Pet, and then subsequently cancels the Reservation, or the Pet is a no-show, then the credit card provided shall be billed for Charges equal to the current Rates for a one (1) night stay for Pet. Nothing in this paragraph shall apply to the Holiday Reservations as defined in paragraph eight (8) below.

8. A Reservation made during a peak or holiday period ("Holiday Reservation") shall not be bound to the terms and conditions for reservation cancellation outlined in paragraph seven (7) above. Owner acknowledges, agrees and otherwise understands that if he/she obtains a Holiday Reservation, and then desires to cancel said Holiday Reservation, then Owner must do so within one (1) week prior to the date selected for Pet's check-in/delivery. If Owner cancels within the one week cancellation period, or Pet is a no show, then Ruff shall bill Owner for Charges equal to the current Rates for Pet's planned stay with Ruff.

9. Owner acknowledges, agrees and otherwise represents that Pet has not been exposed to, or a victim of, any and all contagious, communicable or otherwise harmful diseases, whether typical of Pet's species and/or breed or not, within thirty (30) days prior to the time Owner checks Pet into Ruff's facilities. Owner acknowledges, agrees and otherwise understands that this rule shall apply each and every time, without exception, that Owner checks Pet into Ruff's facilities. Owner acknowledges, agrees and otherwise understands that it is the policy of Ruff to administer a flea/tick bath, or other reasonable and conventional treatments, should any employee and/or agent of Ruff discover that Pet possesses fleas and/or ticks, **at Owners expense**.

10. Owner shall provide, in all cases without exception, evidence in the form of a veterinarian certification that Pet has received any and all required vaccinations upon either the request of Ruff, its employees and/or agents, or before Owner checks Pet into Ruff's facilities. Moreover, Owner acknowledges and otherwise understands that vaccines are not absolute protection for all contagious, communicable and harmful diseases that may afflict those particular animals of Pet's species and/or breed.

11. Furthermore, by agreeing to the terms and conditions outlined in paragraphs 9 and 10, above, Owner agrees, acknowledges and otherwise understands that Ruff's agents and/or employees are not licensed veterinarians and do not necessarily possess a background in and/or specific knowledge of animal medicine, illness or disease, and are not expected by Owner or Ruff to diagnose, discover and/or otherwise personally treat any and all illness or disease that may afflict Pet while Pet is in Ruff's care.

12. Should an emergency arise with Pet, Ruff shall attempt to contact Pet's veterinarian in addition to any and all emergency contact information provided by Owner to Ruff. Owner acknowledges, agrees and otherwise understands that, in the case of an emergency, the individual circumstances may not permit Ruff, its employees and/or agents enough time to contact Owner/Pet's emergency contact personnel before the proper care is provided. Owner acknowledges, agrees and otherwise grants to Ruff, its employees and/or agents full and complete authority to make decisions involving the medical treatment of Pet, including, but not limited to, obtaining medical treatment from any qualified/certified veterinarian, as well as any and all required transportation to and from qualified/certified veterinarians. Owner acknowledges, agrees and otherwise understands that he/she shall be solely responsible for ultimate payment of any and all medical services provided herein, whether by employees and/or agents of Ruff or a qualified/certified veterinarian. Moreover, Owner hereby releases Ruff, its employees and/or agents from any and all potential claims for injuries and damages related to, or arising from, any and all medical services and/or transportation requirements provided by Ruff, its employees and/or agents.

14. Owner acknowledges, agrees and otherwise understands that Owner assumes any and all risk of injury, disease and all other common harms to Pet that might and can arise by permitting Pet to stay at Ruff's facilities or from any and all services from Ruff's employees and/or agents, including but not limited to interaction with other animals as outlined in paragraph 15 below, whether delineated in this Agreement or not. Furthermore, Owner acknowledges, agrees and otherwise understands that he/she shall hold Ruff, its employees and/or agents harmless in the event of any and all types of injury that may occur to Pet during Pet's stay in Ruff's facilities and/or in the event of Pet's transportation to and from Ruff's facilities by Ruff's employees and/or agents. Owner acknowledges, agrees and otherwise understands that Ruff's liability shall not exceed either the lesser of the current chattel value of a similar animal to Pet or the sum of \$100.00 per animal checked into Ruff's facilities by Owner.

15. Owner acknowledges and otherwise understands that Ruff may, as outlined in the signed RUFF DOG DAY CARE + HOTEL RULES ("**Rules**"), which are incorporated by this reference herein, allow Pet, especially should Pet be of the canine species, to interact with other animals located at Ruff's facilities ("**Daycare + Hotel/Overnight**"). Owner acknowledges, agrees, and otherwise understands that Ruff employees may utilize any and all reasonable measures, including but not limited to sprays, bark collars and, if necessary, muzzles or removal from Playgroups, if they are required to control Pet and protect other animals currently in Ruff's care and Ruff's employees and/or agents.

16. Owner acknowledges, agrees and otherwise understands that he/she is solely responsible for any and all acts or behavior of Pet while staying in Ruff's facilities. This responsibility shall include payments for any and all harms, injuries and damages that Pet may inflict upon Ruff's employees, contractors, consultants, invitees, guest and/or agents, other animals in the care of Ruff, and damage to property and/or any facilities owned/leased by Ruff. Owner shall indemnify and hold harmless Ruff, its employees and/or agents against any and all claims brought against Ruff, its employees and/or agents for damages of any kind resulting from Owner's failure to inform Ruff, its employees and/or agents of Pet's pre-existing conditions (e.g. disease, aggressive behavior), whether known or unknown.

17. Owner acknowledges, agrees and otherwise understands that any and all claims and/or controversies arising out of or related to the terms and conditions set forth in this Agreement, or any breach thereof, or involving the alleged negligence of any signatory to this Agreement, shall be settled in accordance with the rules and guidelines of the American Arbitration Association. Any judgment upon the award rendered by an arbitrator can be entered in any court that has the required jurisdiction. The arbitrator shall determine an award to the successful party of the costs of the arbitration and any and all reasonable attorney's fees borne by the successful party. California law shall apply to any and all controversies and claims heard by the arbitrator. Furthermore, the parties hereby agree and consent to the personal jurisdiction of the state and federal courts located in California and that these courts shall have the sole and exclusive jurisdiction for any and all actions and/or proceedings arising from or otherwise related to this Agreement or any arbitration to which the parties participate. HAVING REVIEWED THIS PARAGRAPH 17, THE PARTIES ACKNOWLEDGE, AGREE AND OTHERWISE UNDERSTAND THAT, BY SIGNING THIS AGREEMENT, THEY SHALL SUBMIT AND ALL CLAIMS OR CONTROVERSIES ARISING OUT OF, RELATING TO OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR THE INTERPRETATION, VALIDITY, BREACH OR TERMINATION THEREOF, TO BINDING ARBITRATION, AND THAT THE PARTIES HEREBY WAIVE AND/OR RELEASE ANY RIGHT TO A TRIAL BY JURY OF ALL DISPUTES RELATING TO OR OTHERWISE IN CONNECTION WITH ALL ASPECTS OF THE RELATIONSHIPS BETWEEN THE OWNER AND RUFF.

18. This Agreement, along with the signed Rules, contains the entire Agreement between Owner and Ruff. Any and all terms and conditions contained within this Agreement and the accompanying Rules shall be binding upon any and all heirs, assignees, administrators, and/or personal representatives of Owner and Ruff.

SIGNATURES:

Date

Date

Owner's Printed Name

Employee/Agent Represent Ruff's Printed Name

Owner's Signature

Employee/Agent Representing Ruff's Signature